

Fill in this information to identify your case:

Debtor 1 Beauvie R Herminia  
First Name Middle Name Last Name  
Debtor 2  
(Spouse, if filing) First Name Middle Name Last Name  
United States Bankruptcy Court for the: Eastern District of PA  
Case number 23-13550-anc (State)  
(if known)

## Official Form 101A

### Initial Statement About an Eviction Judgment Against You

12/15

File this form with the court and serve a copy on your landlord when you first file bankruptcy only if:

- ☐ you rent your residence; and  
☒ your ~~landlord~~ has obtained a judgment for possession in an eviction, unlawful detainer action, or similar proceeding (called *eviction judgment*) against you to possess your residence.

~~Landlord's~~ name see attached - statute of frauds  
~~Landlord's~~ address  
Number 414 E 13 Street PA Code § 2201  
City State ZIP Code

If you want to stay in your rented residence after you file your case for bankruptcy, also complete the certification below.

#### Certification About Applicable Law and Deposit of Rent

I certify under penalty of perjury that:

- ☐ Under the state or other nonbankruptcy law that applies to the judgment for possession (*eviction judgment*), I have the right to stay in my residence by paying my landlord the entire delinquent amount.  
☐ I have given the bankruptcy court clerk a deposit for the rent that would be due during the 30 days after I file the *Voluntary Petition for Individuals Filing for Bankruptcy* (Official Form 101).

X  
Signature of Debtor 1  
X  
Signature of Debtor 2

Date  
MM / DD / YYYY

Date  
MM / DD / YYYY

Stay of Eviction: (a) **First 30 days after bankruptcy.** If you checked both boxes above, signed the form to certify that both apply, and served your landlord with a copy of this statement, the automatic stay under 11 U.S.C. § 362(a)(3) will apply to the continuation of the eviction against you for 30 days after you file your *Voluntary Petition for Individuals Filing for Bankruptcy* (Official Form 101).

(b) **Stay after the initial 30 days.** If you wish to stay in your residence after that 30-day period and continue to receive the protection of the automatic stay under 11 U.S.C. § 362(a), you must pay the entire delinquent amount to your landlord as stated in the eviction judgment before the 30-day period ends. You must also fill out *Statement About Payment of an Eviction Judgment Against You* (Official Form 101B), file it with the bankruptcy court, and serve your landlord a copy of it before the 30-day period ends.

Check the Bankruptcy Rules (<http://www.uscourts.gov/rules-policies/current-rules-practice-procedure>) and the local court's website (to find your court's website, go to <http://www.uscourts.gov/court-location>) for any specific requirements that you might have to meet to serve this statement. 11 U.S.C. §§ 362(b)(22) and 362(f)

# AFFIDAVIT

## IN SUPPORT OF STATUE OF FRAUDS

Commonwealth of Pennsylvania     )  
                                                          ) Scilicet:  
County of Philadelphia             )

Before me, the undersigned notary public, personally appeared Benny R Hearst Pettway known to me or proven, who being duly affirmed according to law, doth Depose and say: Case# 230402868, Control #23097024 Court type: Rent, Lease and Ejectment; Case Type: Ejectment, is false information on a False Claim from the Fraudulent Conveyance,

I am the owner of the property located at 1540 FKA 1542 Haines Street, Philadelphia, Pennsylvania 19126-2717. I don't have to pay rent to HOF I REO 5 INC because I am the true owner. I never signed any mortgage contract with LIMA ONE CAPITAL LLC or a lease agreement with them or with HOF I REO 5 INC to rent or lease my own property from them. See Formal Requirements; Statute of Frauds (13 Pennsylvania Consolidated Statutes §2201) attached as additional evidence to this Affidavit as if included in its entirety.

And further deponent sayeth not.

*Benny R Hearst Pettway*  
Sworn to and Subscribed before me this

1<sup>st</sup> day of Oct. 2023  
*Salm Amir Ali*

Notary Public



Commonwealth of Pennsylvania - Notary Seal  
Salm Amir Ali, Notary Public  
Philadelphia County  
My commission expires March 24, 2025  
Commission number 1248553

Member, Pennsylvania Association of Notaries

**CHAPTER 22**  
FORM, FORMATION AND READJUSTMENT  
OF CONTRACT

~~Sec~~ ~~2201.~~ ~~2202.~~ ~~2203.~~ ~~2204.~~ ~~2205.~~ ~~2206.~~ ~~2207.~~ ~~2208.~~ ~~2209.~~ ~~2210.~~

- Formal requirements; statute of frauds.  
Final written expression: parol or extrinsic evidence.  
Seals inoperative.  
Formation in general.  
Firm offers.  
Offer and acceptance in formation of contract.  
Additional terms in acceptance or confirmation.  
Course of performance or practical construction (Deleted by amendment).  
Modification, rescission and waiver.  
Delegation of performance; assignment of rights.

**Enactment.** Chapter 22 was added November 1, 1979, P.L.255, No.86, effective January 1, 1980.

**§ 2201. Formal requirements; statute of frauds.**

**(a) General rule.**--Except as otherwise provided in this section a contract for the sale of goods for the price of \$500 or more is not enforceable by way of action or defense unless there is some writing sufficient to indicate that a contract for sale has been made between the parties and signed by the party against whom enforcement is sought or by his authorized agent or broker. A writing is not insufficient because it omits or incorrectly states a term agreed upon but the contract is not enforceable under this subsection beyond the quantity of goods shown in such writing.

**(b) Writing confirming contract between merchants.**--Between merchants if within a reasonable time a writing in confirmation of the contract and sufficient against the sender is received and the party receiving it has reason to know its contents, it satisfies the requirements of subsection (a) against such party unless written notice of objection to its contents is given within ten days after it is received.

**(c) Enforceability of contracts not satisfying general requirements.**--A contract which does not satisfy the requirements of subsection (a) but which is valid in other respects is enforceable:

(1) if the goods are to be specially manufactured for the buyer and are not suitable for sale to others in the ordinary course of the business of the seller and the seller, before notice of repudiation is received and under circumstances which reasonably indicate that the goods are for the buyer, has made either a substantial beginning of their manufacture or commitments for their procurement;

(2) if the party against whom enforcement is sought admits in his pleading, testimony or otherwise in court that a contract for sale was made, but the contract is not enforceable under this provision beyond the quantity of goods admitted; or

(3) with respect to goods for which payment has been made and accepted or which have been received and accepted (section 2606).

**(d) Qualified financial contracts.**--Subsection (a) does not apply to a qualified financial contract, as defined in section 1206(c)(1) (relating to statute of frauds for kinds of personal property not otherwise covered), if either:



(1) there is, as provided in section 1206(c) (3), sufficient evidence to indicate that a contract has been made; or

(2) the parties, by means of a prior or subsequent written contract, have agreed to be bound by the terms of the qualified financial contract from the time they reach agreement (by telephone, by exchange of electronic messages or otherwise) on those terms.

(May 22, 1996, P.L.248, No.44, eff. imd.)

**1996 Amendment.** Act 44 added subsec. (d). See section 14(c) of Act 44 in the appendix to this title for special provisions relating to applicability to qualified financial contracts.

**References in Text.** Section 1206, referred to in this section, was repealed and added by the act of April 16, 2008 (P.L.57, No.13). Present section 1206 relates to presumptions.

**Cross References.** Section 2201 is referred to in sections 2209, 2326 of this title.

**§ 2202. Final written expression: parol or extrinsic evidence.**

Terms with respect to which the confirmatory memoranda of the parties agree or which are otherwise set forth in a writing intended by the parties as a final expression of their agreement with respect to such terms as are included therein may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement but may be explained or supplemented:

(1) by course of performance, course of dealing or usage of trade (section 1303); and

(2) by evidence of consistent additional terms unless the court finds the writing to have been intended also as a complete and exclusive statement of the terms of the agreement. (Apr. 16, 2008, P.L.57, No.13, eff. 60 days)

**Cross References.** Section 2202 is referred to in sections 2316, 2326 of this title.

**§ 2203. Seals inoperative.**

The affixing of a seal to a writing evidencing a contract for sale or an offer to buy or sell goods does not constitute the writing a sealed instrument and the law with respect to sealed instruments does not apply to such a contract or offer.

**§ 2204. Formation in general.**

(a) **General rule.--**A contract for sale of goods may be made in any manner sufficient to show agreement, including conduct by both parties which recognizes the existence of such a contract.

(b) **Effect of undetermined time of making agreement.--**An agreement sufficient to constitute a contract for sale may be found even though the moment of its making is undetermined.

(c) **Effect of open terms.--**Even though one or more terms are left open a contract for sale does not fail for indefiniteness if the parties have intended to make a contract and there is a reasonably certain basis for giving an appropriate remedy.

**Cross References.** Section 2204 is referred to in section 2311 of this title.

**§ 2205. Firm offers.**

An offer by a merchant to buy or sell goods in a signed writing which by its terms gives assurance that it will be held open is not revocable, for lack of consideration, during the time stated or if no time is stated for a reasonable time, but in no event may such period of irrevocability exceed three months; but any such term of assurance on a form supplied by the offeree must be



# NOTICE

## Acceptance of Oath of Office and Foreign National Status

The Corporate employees (elected officers; appointed officers and some lower level employees), of the UNITED STATES SERVICE CORPORATION/UNITED STATES DEMOCRACY and its HEIRS, SUCCESSORS AND ASSIGNS, all FEDERAL CORPORATE STATES including the FEDERAL CORPORATE STATE OF PENNSYLVANIA and HEIRS, SUCCESSORS AND ASSIGNS, and all operating CORPORATE COUNTIES therein, including MUNICIPALITIES, TOWNSHIPS, BOROUGHs and HEIRS, SUCCESSORS AND ASSIGNS, including, INSTRUMENTALITIES, AUTHORITIES, BUREAUS, COMMISSIONS, BOARDS, AGENCIES, and DEPARTMENTS to also include, CORPORATE CHESTER COUNTY OF THE FEDERAL CORPORATE STATE OF PENNSYLVANIA CORPORATION and all HEIRS, SUCCESSORS AND ASSIGNS, (includes all BOROUGHs, TOWNSHIPS and MUNICIPALITIES - HEIRS, SUCCESSORS AND ASSIGNS, with officers and certain employees and police & fire officers and sheriffs and certain employees), are required to take the Oath of Office. (*United States of America Republic Constitution, Article VI; united states of America Republic Constitution, Article II Section I (Oath of Office of the President); Statutes At Large, March 4, 1789, Oath for United States Federal and State Officers (public servants); Public Law 89-554; 80 Statutes at Large 424, House Resolution 10104, United States Republic Code, Title 5 Section 3331, Oath of Office (public servants); Public Law 101-650; 104 Statutes at Large 5124, House Resolution 5316; United States Republic Code, Title 28, Part I, Chapter 21 Section 453, Oath of Justices and Judges (public servants); Public Law 87-751; 76 Statutes at Large 748, House Resolution 218, United States Republic Code, Title 10, Subtitle A, Part II, Chapter 31 Section 502, Oath of Armed Forces Personnel (public servants); Commonwealth of Pennsylvania Consolidated Statutes - 2014 Pennsylvania Consolidated Statutes, Title 42 Judiciary and Judicial Procedure, Chapter 3 General Structure and Powers, Section 327 Oaths and Acknowledgments; and Commonwealth of Pennsylvania Republic Constitution, Article VI Public Officers, Section 3 Oath of Office (May 17, 1966, 1965 Public Law 1928 Joint Resolution 10 Public Law 89-554, September 6 1966; 80 Statutes at Large 424, Subchapter II-Oath of Office, United States Code Title 5 Government and Organization and Employees, Part III Employees, Subpart B Employment and Retention; Chapter 33 Examination, Selection and Placement §3331 - Oath of Office). They are Foreign Entities (United States Code Title 8 Aliens and Nationality, Chapter 12 Immigration and Nationality Subchapter III Nationality and Naturalization, Part III Loss of Nationality Section §1481(a)(2) and (a)(4)(A) - Loss of nationality by native-born or naturalized citizen; voluntary action; burden of proof; presumptions).*

*By: Dennis E. Harst-Pittman*